

Appendix 4

Ex-Im Bank Cover Letter

and

Co-financing Certificate

For use when Ex-Im Bank FOLLOWS

Ex-Im Bank Letterhead

date

Exporter Name

Address

Fax number & e-mail

Subject: Request for Information from the Export Import Bank of the United States Relating to
[name of project/buyer/invoice/other]

Ex-Im Bank Transaction No.: _____ ([Medium-term/Long-term])

Lead ECA Transaction No.: _____

Dear _____

The Export-Import Bank of the United States (Ex-Im Bank) is an independent agency of the U.S. Government and the official export credit agency of the United States. Ex-Im Bank is considering a request from [name of ECA], the official export credit agency of [name of country] to provide financing support for the subject [project/sale] to [name of buyer] in [buyer's country]. Before doing so, Ex-Im Bank must have evidence that there are goods and services originating in the U.S. which are part of the [project/sale] and that the participants in the transaction, such as [name of Exporter] are eligible to ultimately benefit from U.S. Government support.

[Name of ECA] has requested Ex-Im Bank support for the following goods and services:

Sourced from the U.S.:

Local costs:

You are requested to fill out and sign the attached form, Ex-Im Bank Co-Financing Certificate. Note that local costs (if any) are included in this form. If you have any questions about the form, the questions asked, or the certifications you are asked to make, please contact [name of Ex-Im Bank credit officer] at [tel, fax and email address]. For more information about Ex-Im Bank's Co-financing initiative, please go to the Co-financing "One-Stop-Shop" fact sheet at www.exim.gov/ebd-m-61.html.

Please note that Ex-Im Bank will not authorize the transaction unless we have received the attached document in original completely filled out and signed. Further, you will agree to forward an amended Co-financing Certificate to Ex-Im Bank if there are any material changes in the U.S. goods and services you are providing or in your certifications in accordance with Part D of the Co-financing Certificate.

[Finally, please be advised that for long-term transactions such as the one under consideration, any goods transported by ocean vessel must be shipped on vessels of U.S. registry in order to qualify for Ex-Im Bank support, unless a waiver of this requirement has been obtained from Maritime Administration (MARAD), a branch of the U.S. Department of Transportation. If Ex-Im Bank approves this transaction, you are required to submit an ocean shipping report. Please refer to Part B of the Co-financing Certificate for additional information.]

Please [fax and then mail] this form to: [name of credit officer] no later than [_____].

FORM OF EX-IM BANK CO-FINANCING CERTIFICATE

To: Export-Import Bank of the United States

From: [Name and U.S. Street Address of Exporter]

Date: _____

RE: Ex-Im Bank Transaction No.: _____

Lead ECA Transaction No.: _____

Supply Contract/Purchase Order No.(s): _____

Name/Country of Purchaser: _____

Name/Country of Main Contractor: _____

Name/Country of Lead Export Credit Agency: _____

Check one: Initial Co-financing Certificate

Amended Co-financing Certificate - The following has changed: [specify]

We understand that the Main Contractor has requested export credit support from the Lead Export Credit Agency ("Lead ECA"), and that the Lead ECA has asked the Export-Import Bank of the United States ("Ex-Im Bank") to provide a co-financing/reinsurance commitment in support of the goods and services listed in Ex-Im Bank's letter to us dated [_____, 20__] to be provided under the above-referenced supply contract(s) or signed purchase order(s) with the Main Contractor and/or the Purchaser ("Supply Contract/Purchase Order(s)"). To aid Ex-Im Bank's determination of its ability to issue such commitment to the Lead ECA, and the scope thereof, we hereby certify as follows:

PART A: CONTENT

1. Content. This information is based on our best efforts to assess the value of the goods and services ("Goods" and "Services") to be provided under the Supply Contract/Purchase Order(s), including any local cost goods and services for which Ex-Im Bank support is requested. Content changes may need to be reported via an amended Co-financing Certificate (see Part D below). Check one:

- ☐ The Goods and Services contain only U.S. Content: the U.S. Content Percentage is 100% (i.e., no Foreign Content, Local Costs, or Excluded Goods and Services (defined below)). Please do not complete the chart if this box is checked.
- ☐ The Goods and Services contain less than 100% U.S. Content. Please complete the chart if this box is checked.

		Definition	USD
A.	Supply Contract/ Purchase Order(s)	The aggregate price of <u>all</u> Goods and Services in the Supply Contract/ Purchase Order(s).	
B.	Excluded Goods and Services	The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) Ex-Im Bank support (e.g., goods not shipped from the U.S.)	
C.	Contract Price	A minus B	
D.	Local Costs	The aggregate price of all Goods originated/manufactured in the Purchaser's country and all Services provided by residents of the Purchaser's country.	
E.	Net Contract Price	C minus D	
F.	Foreign Content	The aggregate cost to the Exporter of any Goods (or components thereof) that were produced or manufactured outside the U.S., services provided by third country-resident personnel, and foreign freight costs and foreign insurance included in the Net Contract Price for Goods exported from the U.S. (Such amount shall not include any Local Costs.)	
G.	U.S. Content	E minus F	
H.	U.S. Content Percentage	G divided by E, expressed as a percentage.	%

PART B: SHIPPING

2. Shipping Requirements. The Goods have been / will be shipped to:

- ☐ Purchaser
 - ☐ Main Contractor
 - ☐ Other [please explain]
-

If this transaction qualifies as a "long-term transaction" (see attached Instructions to Exporters – Part B), we certify that,

- i. Goods that are originated/manufactured in the U.S. and transported by ocean vessel have been and/or will be shipped in vessels of U.S. registry, unless a waiver of this requirement has been approved by the Maritime Administration (MARAD), a branch of the U.S. Department of Transportation; and
- ii. We will promptly submit an ocean shipping report (referencing the relevant Ex-Im Bank Transaction Number and including a description identifying such Goods shipped there under) attaching copies of ocean bills of lading and any MARAD waivers (if applicable), to the Credit Review and Operations Division of Ex-Im Bank, following each shipment of such Goods.

PART C: CERTIFICATIONS

We hereby certify, as to ourselves and the Ex-Im Bank-supported Goods and Services from the U.S. and the Purchaser's country, as follows:

3. Suspension and Debarment. We and each of our Principals individually, have not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Regulations, d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting participation in this Covered Transaction despite an inability to make certifications a) through d) in this paragraph.

We further certify that we have not and will not knowingly enter into any agreements in connection with the Goods and Services with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule (Regulations).

4. Prohibited Payments; Legal Compliance. Without Ex-Im Bank's written consent, a copy of which is attached, we have not and will not agree to, offer to, cause to, arrange for, or accept, directly or indirectly, any Prohibited Payment. "Prohibited Payment" shall mean any payment, discount, allowance, rebate, commission, fee or other payment in connection with the sales of the Goods and Services under this transaction, or in obtaining the Supply Contract/Purchase Order(s), except for a) payment of manufacturing costs or for the purchase of the Goods, b) the regular remuneration of our regular full-time directors, officers and employees; c) regular commissions or fees, if any, to our regular sales agent, broker or representative and readily identifiable on our books and records as to amount, purpose and recipient; d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices; or e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with this transaction. To the best of our knowledge, after due inquiry and investigation, the provider of Local Costs Goods and Services (if any) has not agreed to, offered, caused, arranged for or accepted, directly or indirectly, any Prohibited Payment.

In addition, we have not, and will not, engage in any activity in connection with this transaction that is a violation of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. " 78dd-1, et seq. To the best of our knowledge, the Supply Contract/Purchase Order(s) and the performance by the parties of their respective obligations there under does not violate any applicable law.

5. Munitions List. Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).

PART D: CHANGES AND EX-IM BANK RELIANCE

6. Changes to Certifications. With respect to Part A, we will promptly complete and submit an amended Co-financing Certificate if there has been a “material change” in the U.S. Content Percentage. A “material change” in the U.S. Content Percentage occurs if (a) the U.S. Content Percentage has decreased by more than 5% (as compared to the U.S. Content Percentage reported in the initial Co-financing Certificate) and (b) aggregate foreign content is over 20% (i.e., the new U.S. Content Percentage is less than 80%).

With respect to Parts B, C or D, if any of the certifications made therein become untrue, we will promptly submit an amended Co-financing Certificate noting the changes.

7. Ex-Im Bank Reliance. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this Certificate, we agree we are liable for any damages suffered by Ex-Im Bank's reliance. We understand that these certifications are subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001. By his signature, the person signing this Certificate on behalf of the U.S. Exporter represents that he is fully authorized to do so. We agree to provide additional information with respect to any of the matters covered in this Certificate upon Ex-Im Bank's reasonable written request.

8. Consent to Disclosure. We consent to the disclosure by Ex-Im Bank of information obtained from us to the Lead Export Credit Agency.

By: _____

(Authorized Officer or Employee)

Name of signatory:

Title of signatory:

Name of Exporter: _____

Tel:

Fax:

e-mail:

Instructions to Exporters – Co-financing Certificate:

General:

Please note that the “Purchaser” refers to the ultimate buyer outside both the U.S. and the Lead ECA’s country. For example, if the exporter is performing under a subcontract to a Main Contractor based in the Lead ECA’s country, the purchaser under the Main Contractor’s export contract is considered the “Purchaser.”

Part A: Content

The information provided in Part A will be used to determine the total amount of the Ex-Im Bank co-financing/reinsurance commitment to the Lead ECA for this transaction. Please refer to Ex-Im Bank’s Fact Sheets on Foreign Content, Local Costs, and Ancillary Services at <http://www.exim.gov/pub81.html> for a further explanation of Ex-Im Bank’s content and cover policies.

Part B: Shipping

For a further explanation of Ex-Im Bank’s shipping requirements, please refer to www.marad.dot.gov and Ex-Im Bank’s Fact Sheet on Shipping Requirements at <http://www.exim.gov/manuals/policyhb/phshipre.html>.

NOTE: When determining whether the certifications for Part B – Shipping Requirements are applicable, “long-term transaction” refers to any transaction for which Ex-Im Bank will provide, under its co-financing/reinsurance commitment to the Lead ECA, an aggregate of greater than \$10 million in support, or where the term of the financing is greater than 7 years. Ex-Im Bank has indicated in its cover letter requesting this certificate whether this transaction is “medium-term” or “long-term.” If you have any further questions, please contact the Ex-Im Bank credit officer.

Ocean shipping reports are to be sent directly to Ex-Im Bank’s Credit Review and Operations Division at Export Import Bank of the United States, 811 Vermont Ave., Washington, D.C. 20571.

Part C: Certifications

The certifications in Part C cover all Goods and Services (both sourced from the U.S. and from the Purchaser’s country (i.e., local costs), if any) to be supported by Ex-Im Bank under its cofinancing/reinsurance commitment to the Lead Export Credit Agency. If local costs are to be included in the scope of its support, Ex-Im Bank will list such local cost Goods and Services in its cover letter requesting this certificate. If you have any further questions about the Goods and Services (including local cost Goods and Services) covered by this certificate, or are unable to make the necessary certifications as to local costs, please contact your Ex-Im Bank credit officer.

Initial Co-financing Certificate

The Certificate must be completed by the U.S. Exporter and presented to Ex-Im Bank prior to Ex-Im Bank’s final approval of its commitment to the Lead Export Credit Agency. Co-financing Certificates are also to be completed by providers of ancillary services (such as banking, financial advisor, technical consultant, and legal) if Ex-Im Bank support for such services has been requested.

Amended Co-financing Certificates

If an amended Certificate is required pursuant to Section 6 of the Certificate, the U.S. Exporter should check the “Amended Co-financing Certificate” box at the top of the Certificate and note the change being reflected in the amended Certificate.

Amended Certificates are to be sent directly to Ex-Im Bank’s Credit Review and Operations Division at Export Import Bank of the United States, 811 Vermont Ave., Washington, D.C. 20571.

Links and Additional Information

For information regarding the Co-financing Certificate (and other helpful facts regarding Co-financing), go to <http://www.exim.gov/ebd-m-61.html>. Should you have any further questions regarding the Co-financing Exporter’s Certificate, please call Credit Review and Operations Division at (202) 565-3470.

CONTENT REPORTS AND AGGREGATE FOREIGN CONTENT CAUSE REPORTS

For informational and reporting purposes only, Ex-Im Bank requests that U.S. Exporters submit Content Reports and an annual Aggregate Foreign Content Cause Report. A Content Report should be submitted with the initial Co-financing Certificate. If at the completion of the work performed under a Supply Contract/Purchase Order(s), the foreign content amount changed by one percentage point or more of the value of the Net Contract Price, U.S. Exporters should submit a final revised Content Report within 60 days. Ex-Im Bank may contact U.S. Exporters to reconfirm the information provided in the Content Report.

U.S. Exporters are requested to submit an annual Aggregate Foreign Content Cause Report containing information about the reasons for foreign content in Supply Contract/Purchase Orders. Ex-Im Bank's processing or approval of a transaction will **not** be affected by the submission (or not) of Content Reports or Aggregate Foreign Content Cause Reports.

Content Report and Aggregate Foreign Content Cause Report forms and instructions can be found at <http://www.exim.gov/pubm1t2001.html>. Should you have any questions regarding the Content Report or Aggregate Foreign Content Cause Report, please call the Policy Group at (202) 565-3760.